

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Kristian A. Schultz <div style="text-align: right;">Debtor</div> PENNYMAC LOAN SERVICES, LLC <div style="text-align: right;">Movant</div> vs. Kristian A. Schultz <div style="text-align: right;">Debtor</div> Robert W. Seitzer <div style="text-align: right;">Trustee</div>		CHAPTER 7 NO. 23-11040 AMC 11 U.S.C. Section 362
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**MOTION OF PENNYMAC LOAN SERVICES, LLC
FOR RELIEF FROM THE AUTOMATIC STAY
UNDER SECTION 362**

1. The Movant is PENNYMAC LOAN SERVICES, LLC.
2. The Debtor(s) is/are the owner(s) of the premises 501 West 2nd Avenue, Parkesburg, PA 19365 hereinafter referred to as the mortgaged premises.
3. Movant is the holder of a mortgage, original principal amount of \$169,696.00 on the mortgaged premises that was executed by Debtor on December 23, 2016. The Mortgage has been assigned as follows: Assigned to PENNYMAC LOAN SERVICES, LLC on July 11, 2019. Recorded July 22, 2019 in Chester County, Book 9964, Page 350.
4. Robert W. Seitzer, is the Trustee appointed by the Court.
5. The commencement and/or continuation of the mortgage foreclosure proceedings by reason of non-payment of monthly mortgage payments were stayed by the filing of a Chapter 7 Petition in Bankruptcy by the Debtor(s).
6. The Debtor(s) has/have failed to make the monthly mortgage payments in the amount of \$1,472.65 for the month of January 2019; \$1,346.20 for the months of February 2019 through January 2020; \$1,427.73 for the months of February 2020 through January 2021; \$1,353.21 for the months of February 2021 through January 2022; \$1,373.60 for the months of February 2022 through January 2023; and

\$1,403.09 for the months of February 2023 through April 2023 on the mortgage subsequent to the filing of the Bankruptcy Petition.

7. The total amount necessary to reinstate the loan is **\$71,690.80**.

8. The total amount necessary to payoff the loan is \$223,423.42.

9. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant has also incurred legal fees and costs in connection with this motion. Movant reserves all rights to seek an award or allowance of such fees and expenses in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

10. The Movant is entitled to relief from stay for cause. Furthermore, the Movant is not adequately protected.

11. This motion and the averments contained therein do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this motion, including fees and costs, due under the terms of the mortgage and applicable law.

WHEREFORE, the Movant prays that an Order be entered modifying the Stay and permitting the Movant to proceed with its mortgage foreclosure on the mortgaged premises, and to allow the Sheriff's Grantee to take any legal action to enforce its right to possession of the mortgage premises. Further, the Movant prays that an Order be entered awarding the Movant the costs of this suit, reasonable attorney's fees in accordance with the mortgage document and current law together with interest.

/s/ Mark A. Cronin

Mark A. Cronin, Esquire

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Attorneys for Movant/Applicant

Dated: May 5, 2023